G. R. S. 58]

Previous references.

File No. 142-13

1913.

(mugral)

Serial Nos. 1-4

Later references.

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. 1 — 4

Part B for ~~Septr 13~~ January 14

SUBJECT.

Petition from Gurusidayachar Complaining about the lease of lands of the Vijayaraya mutt in Coimbatore

---

To

The Tungrai Supdt.

The Petitioner.

Nos. 924 & 925 of 19.9.13

Informing that the lands have already been leased out.

W D 1351—GPB—20,000—13-12-13

O Muthuswami Rao

G.R.S. 11] 1913–14

GENERAL AND REVENUE SECRETARIAT.

(Mur)

NOTES.

File No. 142
13.14

FILE HEADING.

Lease of lands of the Vyasaraja Swami matha in Coimbatore Distt –

From

Surnagudeva –

No.	Dated	Received
Diary No. 582	Enclos. 4 Spare Copies. –	Serial No. /

BRIEF ABSTRACT OF LETTER.

Complains that certain lands leased to him & T. Kuttiah Ramanacher has also been leased to Subb Venkatarayalu & that the lease may be cont^d to them for an enhanced rent of 200 Rs per annum &c

NOTES AND ORDERS.

S.V.2 – Sd^n
on the same terms presented
by the Dewan

NOTES—First Sheet.

GPB 35,000—15 6 12

(2

3.R.S. 13]

Routine Notes. 142 17

[To be used only for notes, requisitions, etc., not intended for permanent record.]

Dewan's order.

The Muzrai Under-Secretary should be asked to go into the case and give a reply on Thursday next.

Intd. M.V.
22.8.1913.

Forwarded to the Muzrai Under-Secretary.

22/8

Put up the connected file.

26/8

Previous papers sub?
26-8-13

Subj is Devaswom Thirumpu 1st Committee.

No question relating to petitioners is pending in the Devaswom

N.B.—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form.

(GPD—20,000—11 7 13

G.R.S. 13]

142 13

3

Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

A petition was presented by him in Dec. 1912 as is now alleged, addressed to the Museum Supt: The matter was enquired into in the presence of the petitioner who was also represented by an advocate, in May last and they were informed that there was nothing for the Museum Supt: to do in the matter. The petitioner did not ask for a written endorsement

N.B.—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form.

G.R.S. 13]

Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record]

4

and so none was issued

A brief resume of the

facts is submitted here-

with for the information

of the Revenue.

Lch

27. 8. 13

Since submitting

the above, the petitioners

Gurumurthi and Venkat-

ram and have presented

themselves before the

Mag. Supt: and a formal

endorsement was granted

to them, a copy of which

is also appended for

favour of perusal

Lch

28. 8. 13

Subd

N.B.—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form.

(11—5001) Please see the First Coun-

G.R.S. 181

142-13-3 (5

Routine Notes

[To be used only for notes requisition etc not intended for permanent record]

Collr's orders on the petition presented on 1st Sept. 1913

MS

2/9

Draft endorsement. submitted

Ke
2/9/13

Draft Subd

12/9

Ke
13.9.13

S/M 3 - To Endorsement No. 984 to Petr. Gurunayachar intimating that Govt. are unable to do anything in the matter.

No 985 D 17.9.13 Copy to the Insp. Superintendent.

N. B —Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form

SPB—25,000—23-7-12

(6)

Note.

Reference:- Order of the Dewan - dated 22nd August 1913 on the petition presented to him by Gururayachar.

The facts of the case are briefly as follow:- The Sosale Vyasaraya Matt owns certain lands in Trichonopoly, Salem and Coimbatore Districts which were hypothecat-ed to Sosale Venkatarayachar by the previous Swami of the Matt for loans granted from time to time and aggregating - - - Rs. 20,500/-. These lands were also leased to Sosale Venkatarayachar for an annual rent of Rs. 1,425/- with an understanding that the rent should be set off against - the interest due under the bond.

2. On the Government assuming the manage-ment of the Matt properties, Venkatarayachar was approached for a settlement of - his loan. In the meanwhile, the lease in his favour having terminated, an agreement was entered into with the petitioner Gururayachar and one Thandoni Venkatramanachar leasing to them some of the lands for a - period of 5 years. The lease-deeds do not stipulate for any renewal or continuance of the lease after the expiry of the term.

Sub-lessees under Venkat Rayachar

3. In January 1909 a settlement was come to with Sosale Venkatrayachar under which Rs. 8,500/- was paid to him in full satisfaction of his loan and at the same time he was given the lease of all the lands - originally hypothecated to him including - those granted to Gururayachar and Venkataramanachar, the lease as regards the - -

(7

latter taking effect after the termination of the then current leases. (Vide G. O. No 630-1/Muz. F. 153-08-5 dated 12-1-1909).

A

4. The leases of Gururayachar and Venkat -ramanachar terminated in April 1913 and - Sosale Venkatarayachar's lease as regards these lands has, therefore, come into - - operation from that date. Two petitions dated10th July 1909 and 27th May 1909 were presented by the above two persons to the Muzrai Superintendent claiming that the - Government should bear the cost of litigation between them and Sosale Venkatarayachar. In endorsements Nos. 232-3 and 1096 dated 7th September 1909 and 23rd May 1910 they were told that the Government do not hold themselves responsible for any unlawful acts of Venkatarayachar.

5. Another petition was again presented by them on 2nd December 1912 to the Muzrai Superintendent praying for a renewal of - the lease, contending that their claims - for the same were overlooked by Government at the time the lease for Venkatarayachar was granted. A report from the Government Agent was obtained and an opportunity was afforded to the Petitioners to represent their case. Taking advantage of the presence at Bangalore of Venkatarayachar's - son, the Muzrai Superintendent also attempt -ed to effect a compromise between the - parties which however fell through owing to the obstinacy of Gururayachar in - - declining to share equally with Venkata-rayachar the profits from these lands. The

The Muzrai Superintendent gave Gururayachar and Venkataramanchar and their - Advocate Mr. R. Ananta Subramanya Iyer to understand that he did not intend to proceed any further in the matter and would allow Venkatarayachar's lease to take effect. No formal endorsement was granted as it was not asked for and as a formal - notice has in the meanwhile been servced - upon the parties by the Government Agent intimating the termination of their leases and instructing them to appear before the Muzrai Superintendent for the return of - their deposit amounts.

6. Thus it will be seen that nothing remains to be done in the case. Gururayachar having accepted the lease from Govern-ment for a definite period cannot now - claim to continue as lessee after the term-ination of the period. In any case the matter is not open, as the lands have been included in the lease granted to Venkatarayachar by Government, for a substantial consideration.

Muzrai Superintendent.

(9

No. 414 Office of the Muzrai Superintendent in Mysore.

Dated Bangalore, 28th August 1913.

Reference:- Petition dated 2nd December 1912 addressed to - the Muzrai Superintendent from Thandoni Venkatramanachar and Gururayachar, advancing their claims to a renewal of the leases granted to them of certain lands in Salem, Coimbatore and Trichonopoly - - Districts belonging to Sosale Vyasarayaswami Matt.

The petitioners are informed that the lands in question have already been included in a lease granted for valuable consideration to Sosale Venkatarayachar in pursuance of Government Order No. 630-1/Mun. F. 153-08-5 dated 12th January 1909 and the said lease has come into operation with effect from April 1913, on the termination of their leases.

2. The undersigned regrets that he is unable to take any further action in the matter for which there is no valid reason.

3. The petitioners' attention is invited to the registered - - notices issued to them by the Government Agent dated 7th May 1913 and they are desired to present themselves before the Muzrai Superintendent to take back the amounts deposited by them as security.

Muzrai Superintendent.

A. N.

S. 12]

General and Revenue Secretariat.

Imm File No. 142 of 1913-14

Serial No.	
3	Endt. no. 924 dt 19.9.13 to Executive Engineer - Intimates that for reasons stated Endt. he ~~is~~ are unable to do anything further in.
	No. 925 dt 19.9.13 Sends copy of the above Endt. to the Asst: Supdt
	The enclosures to this Petn. may also be returned with the above Endt. The Endt. has not been posted yet. If approved the words, "The enclosures to this Petition under reply are herewith returned" will be added both in the draft & fair copies. (vide pencil adds in the draft)
	RL 23.9.13
	Keep the endorsement in abeyance until the file is returned with the orders of the Dewan.
	The endorsement.
	may now issue RL 26.9.1

NOTE—Contn sheet.

GPB—65,000—7-6-12.

18]

11

Routine Notes.

[To be used only for notes, requisitions, etc, not intended for permanent record]

Oral representation of Venkataramanachar and Gururayachar, Kumara palya, Salem District.

.....

State that the endorsement given to them by the Puzrai Superintendent on 28.8.1913 gave no redress and pray that the records may be examined and justice done to them.

Dewan's order.

To see the papers and decide.

Intd. M. V.
19.9.1913.

Branch VII.

Please put up the papers with a short note for submission to the Dewan for perusal.

Puzr: Sub
No. 10 J 13/14

Puzrai File No 142 J 13-14 is submitted herewith for kind perusal. The note

N. B —Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form

G.P.B—25,000—23 7 12

12

G.R.S. 13]

Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

This was prepared for submission to the Secretary
Lie.
23.9.

Mr. Govt. viewed
Lie
23.9.

N.B.—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form.

prepared by the Under Secy & Murrai Supdt incorporated with the notes in that file (viz pp 6-8 of the notes) briefly explains the facts of the case. An endorsement by the Secy Govindarajachari was noted recently that Govt are unable to do anything in the matter of this Inquiry, as the lands in question have already been included in a lease granted to Losale Venkatarazachari in pursuance of Govt Order No 630-1 Dy 12.1.09 & M7. 153-08-5 the said lease has already come into operation. (Vide Endt No 924/M7 142-13-3 Dy 19 9 13)

(1913—2000—1471)

13

G.R.S. 13] 35/

Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

a similar Endt had been issued to the Petr by the Murrai Supt in reply to a Petn presented by him & that Office. (Vide his Endt No 414 of 28.8.13) a copy of which is in the file).

RG
23/9/13

Secy

Lee
23-9-13

A. Secy.

Taken in the Jan Reg

L
23/9

Seen by the Deputy Return of H.B. VII.

L
25/9

Lee
26/9

N B.—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form.

GPB—20 000—14 7 13

14

R.S. 13]

Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

B VII

The Dewan desires to see the papers relating to the application of Gurusamy Nayakan of Samadur in respect of his Vyasarayapuram land held by them.

Please send the papers with a brief note explaining the facts of the case clearly

24/10/13

Immediate

A separate note and the connected file are herewith submitted.

24-10-13

I shall be obliged if the Hon. Under Secy will kindly speak to me about this as soon as he returns from Bangalore

24/10

I have spoken to the Secretary who desires me to speak to the Dewan Sahib on the matter

24/10

N.B.—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form.

Mr. D. Venkata Ramaiya saw me today and said that he was bringing the papers and see me again on his return

1.12.13

(GPL—20 000—14 7 1).

15

G.R.S. 13]

Routine Notes.

[To be used only for notes, requisitions, etc , not intended for permanent record]

Note

Memo. I no 142 of 1913-14 is herewith submitted the memo. Supdt's note incorporated with the notes in the file (viz pp 6-8 of the notes) explains the facts of the case.

The petitioners pray for a renewal on enhanced rent, of the lease granted to them of certain lands in Salem, Coimbatore and Trichinopoly Dists belonging to Sri Vyasaraya Swamy Math. The lands in question have already been included in a lease granted to Sosale Venkatesa Rayachar in pursuance of Govt. order dated

N B.—Should routine notes be written on small slips the notes must be copied, or slips pasted on this form

G 1 1 —20 000 -14 7 1>

Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

12th January 1909 and this lease came into operation from April 1913.

There were petitions to the Dewan and the 1st Cr. from Tandeni Venkataramanachar and Gururayachar - they have made an oral representation to the Dewan.

A draft of an Govt No. 924 Dy 19th Sept 1913 stating that Govt are unable to do anything in the matter, is in the File. It seems that the Endorsement Could not be issued to the parties, as they declined to take

N.B.—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form.

GPL—20 000 -14 7 1)

17

Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

it. As the address of the parties is not clearly given, the Regt. could not be posted.

Enclosed.

24/10/1913.

N.B.—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form

GPI. 20 000 –14 7 1

S. 13]

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Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record]

Gurunarayanachar and Venkatasubbanna are present. Mr. D. Venkatasami represents them.

Mr. D. V stated that Venkata Ayyar entered upon the lands in question before the currency of his lease and has thus broken a condition of the lease.

It was pointed out to him that the action of Venkata Ayyar was that. you utter stranger and that. got a decree. in my favour we held responsible, that. Gurunarayana had nothing undertaken that.

N B —Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form

13]

19

Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record

Costs of any litigation must be borne out of my own income that an endowment has already been given to found such that he should seek for relief in a proper court of justice. Venkata Ayyar.

Mr. S.V. says that he would again come on Monday and represent what he had to say

Lee
3.12.13

N B.—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form.

and Revenue Secretariat.

File No. 142 of 1913

Serial No.

The parties appeared on Monday the 8th inst. and took delivery of the endorsement issued to them.

From

4 Gurucharya Chetty and Thandavi Venkatarama Ayyar Chetty

Petition Regd. No. 1097 of 11.12.1913.

Pray- among other things - that facilities may be afforded to them for adopting an easy method of recovery of the dues still to be collected for the period of their lease, that Venkatarama Ayyar may be called upon to furnish an account of the realizations for the 5 years during which differences between them had arisen and that they may not be compelled to withdraw their security deposit amounts which, if done, to the acceptance of Venkatarama Ayyar's offer without any enquiry.

The petition is not stamped.

Submd. for orders. The Petr. is virtually an appellant in A.A. 18/12.13 appeal against the Hon'ble Supt's order No. 414 of 28.8.13 for a review of the previous order of Govt No. 630-1 Rev. 15-3-08-5 dated the 12 Feb. 08. In both cases the

NOTE—Contn. sheet.

GPB—65,000—17-6-12.

583 21

venue
triat.

File No. 142 of 1913

Serial No.

Encl No 1837.Dy 20.1.1914

Pets will have the Stamped. Or may it be returned for Submission duly Stamped?

RG
18/12/13

Yes
Lee
31 12 13

Submd. with an Instr for signature
WM (115)
6-1-14

Signed
Lee
17.1.14

NOTE—Contn. sheet.

GPB—65,000—17-6-12.

I do not see how I can do. Please issue endorsement

1/1 2 5

1913

DIARY No. 5892

19/3/1914

SECTION

FILE No. 142-13

SERIAL No. 1

To,

H.V. Nanjundiah, Esquire, M.A.,M.L.

First Councillor to the

Government of Mysore,

B A N G A L O R E.

Respected Sir,

In continuation of my petition dated 21st August 1913 I respectfully beg to submit herewith extracts from:-

1. Receipt dated 20-1-1909 given by Vekataraya Char in respect of Rs.8500/-.
2. His deposition dated 9-12-1910 given before the District Munsiff of Eurode denying payment of the above amount.
3. His Muchalika dated 6-2-1909 binding himself to pay gutta of our lands only after the expiry of 5 years and after they are duly handed over to him by Government.

These will explain the unreasonable and inconsistent attitude of Venkaraya Char.

In reply to our petition of December 1912 an endorsement dated 28-8-1913 has now been given to us. The Endorsement states that the lands in question have already been included in the lease granted for valuable consideration to Sosale Venkataraya Char. My petition dated 21st August 1913 clearly explains the case. I am unable to say more in refutation of that statement.

I humbly therefore beg that the Benign Government

Government will be graciously pleased to reconsider the whole case and grant us some relief and thus rescue us from utter ruins.

I beg to remain,

Respected Sir,

Your most obedient servant,

Bangalore.
1-9-1913.

ಗುರುರಾಯ ಶರ್ಮರು

SD/ Gururaya Char.

T 24

583

Diary No.

10/3191

To,

M. Visveswaraya, Esquire, B.A.,C.I.E.,
Dewan of Mysore,
B A N G A L O R E.

Honored Sir,

I, the undersigned, Gururaya Char of Komarapalyam in the Salem District most respectfully beg to approach your Honor with this petition and humbly trust that my hard case, as represented below, will receive your kind and generous consideration.

2. From the days of my forefathers for more than half a century all the Inam Lands of the Sosale Sri Vyasarayaswamy Matt in the Trichinopoly, Coimbatore and Salem Districts were held by us under a permanent gutta tenure. For some unaccountable caused, the lands in the Trichinopoly and Salem Districts passed out of our hands some twenty years ago, leaving us undisturbed in the possession of lands of the Coimbatore District.

3. After the assumption of the management of the Mutt Estates by Government I was given the lease of lands in my possession for 5 years from 1908; but in a lease which was executed by the Government Agent Raghavendra Rao, only two months after my own, in favour of one Sosale Venkataraya Char, my lands, as well as other lands, were also included, with the distinct understanding, however, that Tondoni Venkataramaya Char's and my possession should under no circumstances be disturbed for 5 years. In spite of this stipulation Venkataraya Char, in collusion with the Government Agent immediately leased out my lands to the brother and other relatives of my tenant, and thus compelled me to seek the aid of Law at heavy expense and considerable trouble and annoyance to me. I beg to enclose for your

your kind persual and return copies of judgments passed in one case instituted by me and my uncle. Four other cases are pending and it will take some time more before they are finally decided. These will show the part Venkataraya Char has taken and to what strained circumstances he has reduced me and my family. When I represented my difficulties to the Muzrai Department I was told that Government would not hold themselves responsible for the unlawful acts of Venkataraya Char. In December 1912 I again submitted a petition to the Muzrai Department requesting that, as venkataraya Char's illegal actions have involved me in several suits, my lease might be continued till their final disposal. Up to date I have not been favoured with any reply for which I have been waiting here for the past 4 months at considerable discomfort to me.

4. The lease to Venkataraya Char was unwarranted in as-much as Tondoni Venkataramana Char's and my applications were pending before Government, and we had prior claims. Though we were directly concerned in the lease and were prepared to bid higher we were denied even a notice, merely because Venkataraya Char consented to forego a portion of his so called claim for a large amount alleged to be due to him from the Mutt. He had no case before a Law Court and he would not have succeeded. At any rate there was no need to include my lands in Venkataraya Char's lease when my lease had hardly run two months. It is an unusual lease for 20 years and without any precedent. The consideration that he consented to forego a large portion of his loan is futile. The leases of Kodiyala and other villages in Mysore and Chintalvadi and other villages in Madras have not gone above ten years. Our own leases have been restricted to five years. I am therefore led to believe that Agent Raghavendra Rao in collusion with Venkataraya Char has mis-presented the whole matter. He has been doing much mischief to people and great harm to the Matt property as he is not interested in the welfare of the Matt.

26

5. Venkataraya Char has wantonly and deliberately disobeyed the Orders of Government in forcebly taking possession of my lands, and has violated the conditions of his lease binding himself not to enter upon my lands till the expiry of my lease. Apart from the loss and trouble entailed on me by the above actions of Venkataraya Char I respectfully beg to submit that the prestige of Government has also been lowered in the estimation of the local people. Even now I am prepared to pay Rs200/- more than the amount offered by Venkataraya Char. Taking into consideration these circumstances and that he and Raghavendra Rao in collusion have been committing much mischief in our parts, I humbly trust that your Honor will see a way to cancel this long lease. If this course is legally objectionable I beg that Venkataraya Char's lease may be so modified as to admit of my lease running concurrently with his. If this also is not ~~possible~~ feasible I humbly pray that I may be permitted to be a sub lessee of Venkataraya Char, but paying my portion to Government as now. If your Honor cannot vouchsafe any of the above concessions I and my whole family will be ruined, my own ancestral property will be sold by my creditors and I will have no means of prosecuting my suits to their final stage. For serving the Matt faithfully and honestly for more than half a century I and the members of my family will be left to beg in public streets.

Humbly trusting that my hard and pitiable case will receive sympathetic consideration at your generous hands,

I beg to remain,

Honored Sir,

Your most obedient servant,

Bangalore.
21-8-1913.

SD/ Gururaya Char.

ಗುರುರಾಯಚಾರ್

M. Visveswarayya, Esq., B.A., C.I.E.,

Dewan of Mysore,

Bangalore.

The humble petition of Tandoni Venkataramanachar of Komarapalyam in the Salem District,
Humbly sheweth:-

That your humble petitioner holds certain lands of the Sri Vyasarayaswami Matt in the Trichinopoly, Salem and Coimbatore districts under a permanent gutta tenure and that the last lease was granted to him by the Government of Mysore in November 1908 some time after they assumed charge of the management of the Matt Estates.

That your humble petitioner's case is analogous to that of Gururayachar of Komarapolyam who is also a victim to the vile practices of Sosale Venkatarayachar and Government agent Raghavendra Rao.

That your humble petitioner respectfully begs to produce before your Honour certain documents in which the said Sosale Venkatarayachar has given false statements before the Civil Courts.

That as your humble petitioner stands in the same helpless condition as the said Gururayachar, he humbly prays that his case may also be taken into your Honour's kind consideration when passing final orders in the said Gururayachar's case.

For this kindness and justice your humble petitioner shall ever feel grateful and thankful.

Bangalore,
22nd August 1913.

No 924 Dt 19th September 1913
misc 172-13-3 E.C.7

553

References: Petitions dated 21st August and 1st September 1913 addressed to the Dewan and 1st Councillor, respectively, from Guruvaya Chari praying that the lease of certain lands in the Kalahasti Zamindary Estate belonging to the Devasthanam may be continued in favour of one Jandoori Venkataramana Chari where leases have latterly included in the lease granted to Sosale Venkatarayya Chari may either be granted to them on an enhanced rental of Rs 2000 per annum or the lease granted to Venkatarayya Chari so modified as to admit of his lease running concurrently

complaining that certain lands in the Srikalahasti belonging to Sri Kalahasti Devasthanam had been granted to Sosale Venkatarayya Chari and praying that the lease of those lands might be continued to them at an enhanced rental of Rs 2000 per annum

179 PR

with his own &c

with ~~the~~ ~~forwarded~~.

In reply the Petitioner is informed that the lands in question have already been included in a lease granted ~~for valuable~~ ~~consideration~~ to Sesale Venkatarayachar in pursuance of Crown order No. 630-1 dated 15-3-08-5 12.1.1909 and that the said lease had come into operation ~~with effect from~~ ~~April 1913~~. ~~and that the facts are therefore~~ ~~unable to do anything in~~ ~~the matter~~

2) Crown do not see any reason to reopen the case. The question and above any of the reliefs prayed for by the Petitioner.

The Enclo. this Petn. together with Depty Com. Remarks returned. D.C. 1

By order,
Sec
13-5-13
Dept
13.9.13 for Secretary

No 925-D 19 9. 1913.

Copy to Petr: Enclo to D.O.